

3. The amount in controversy was not apparent from the face of Plaintiff's Complaint. *See Exhibit C ¶ 1* ("This is an action for damages in excess of \$30,000.00, exclusive of interest, fees, and costs"). As such, Defendants propounded discovery requests to Plaintiff requesting documents that actually quantify Plaintiff's purported damages.

4. On September 28, 2021, Plaintiff produced an estimate of the purported value of the subject insurance claim in the amount of \$1,630,806.84 that was prepared for Plaintiff by The Neill Company, LLC ("Plaintiff's Estimate"). Plaintiff's Estimate is dated July 1, 2021 (after the State Court Case was filed), and neither Plaintiff's Estimate nor any other estimate of Plaintiff's purported damages was provided to Defendants prior to September 28, 2021. As such, this estimate establishes that the amount in controversy is over \$75,000, and Defendants' removal is therefore timely because thirty (30) days have not elapsed since Defendants first received Plaintiff's Estimate, as required by 28 U.S.C. §§ 1332(a) and 1446(b).

5. A copy of this Notice of Removal will be filed with the 4th Judicial Circuit Court in Duval County, and a copy of this Notice of Removal will also be served on Plaintiff. Defendants are, contemporaneously with the filing of this Notice, giving written notice of filing of this Notice of Removal with the clerk of the 4th Judicial Circuit Court of Duval County.

6. The following exhibits are being filed with this Notice of Removal:

Exhibit A An index of matters being filed;

Exhibit B The State Court Docket Sheet;

Exhibit C A copy of each paper docketed in the State Court Case;

Exhibit D Plaintiff's Estimate for \$1,630,806.84 prepared by The Neill Company, LLC.

Exhibit E List of all counsel of record and contact information

7. Plaintiff has requested trial by jury in the State Court Case.
8. Defendants have filed contemporaneously with this Notice a civil cover sheet.

Ground for Removal: Diversity

9. This Court has original jurisdiction over this case pursuant to 28 U.S.C. § 1332, in that this is a civil action where the matter in controversy exceeds \$75,000 and is between citizens of different States.

A. The amount in controversy exceeds the federal minimum jurisdictional requirements.

10. Plaintiff's Complaint in the State Court Case contends that its property located at 940 Talbot Avenue, Jacksonville, FL 32205 (the "Property") was damaged by a weather event on or about February 16, 2021, and that this loss is purportedly covered under a policy of property insurance issued by Defendants, Policy No. MCP0602507 (the "Policy"). *See Exhibit C* at ¶¶ 8-10. Plaintiff's Complaint claims that Defendants breached the Policy and caused Plaintiff damages by failing to pay the amounts due and owing under the Policy. *Id.* ¶¶ 16-25. Plaintiff's Complaint generally alleges that damages "exceed \$30,000.00" without further specifying its purported damages. *Id.* ¶ 1. Contrary to the allegations in Plaintiff's Complaint, Plaintiff never provided any estimate or other document showing the amount of money purportedly due and owing under the Policy before September 28, 2021. *See id.* ¶ 15.

11. As explained above, the amount in controversy was not apparent from the face of Plaintiff's Complaint, and the jurisdictional requirements of 28 U.S.C. §§ 1332(a) and 1446(b) were not established until September 28, 2021, when Plaintiff produced Plaintiff's Estimate to Defendants and quantified the purported value of the subject insurance claim at \$1,630,806.84.

12. For all of these reasons, the amount in dispute exceeds \$75,000, exclusive of interest and costs, and Defendants timely file this removal within 30 days after the jurisdictional requirements were established on September 28, 2021.

B. There is complete diversity between Plaintiff and All Properly Joined Defendants.

13. For purposes of determining diversity, a corporation is a citizen of every State by which it is incorporated and of the State where it has its principal place of business. 28 USC § 1332(c)(1).

14. Plaintiff is a corporation incorporated by the State of Florida with its principal place of business in Florida. **Exhibit C ¶ 2.** Thus, Plaintiff is a citizen of the State of Florida, and not a citizen of the State of Illinois.

15. Defendant Mt. Hawley is a corporation incorporated by the State of Illinois, with its principal place of business in Illinois. Accordingly, Mt. Hawley is a citizen of the State of Illinois for purposes of determining diversity jurisdiction, and Mt. Hawley is not a citizen of the State of Florida.

16. Defendant Renaissance Re Syndicate 1458 Lloyd's is a Lloyd's syndicate with a single member, RenaissanceRe Corporate Capital (UK) Limited. RenaissanceRe Corporate Capital (UK) Limited is an English corporation with its principal place of business in London, England. As such, Syndicate 1458 is a citizen of England, and not a citizen of Florida, for purposes of determining diversity jurisdiction. 28 U.S.C. § 1332(c)(1).

17. Complete diversity exists in this case and removal is proper because Plaintiff is a citizen of Florida, Mt. Hawley is a citizen of Illinois, and Renaissance Re Syndicate 1458 Lloyd's is a citizen of England.

WHEREFORE, Defendants Mt. Hawley Insurance Company and Renaissance Re Syndicate 1458 Lloyd's pray that the above-described action now pending in the 4th Judicial Circuit Court in Duval County, Florida, be removed to this Court.

Respectfully submitted,

/s/ Marcus G. Mahfood

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing instrument is being served on all counsel of record in accordance with the Federal Rules of Civil Procedure, on this 27th day of October, 2021, as follows:

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/s/ Marcus G. Mahfood

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